

A.G. Contract No.: KR03-1625TRN
ADOT ECS FILE No.: JPA 03-047
Project: 202L, Santan Freeway
Section: Power Rd. - Elliot Rd.
TRACS No.: **H5913 01C**
Budget Source Item No.: 80304
C.64-04.078.2.00

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 9 January, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. In conjunction with the State's roadway construction of the Santan Freeway (SR 202L), Power Road to Elliot Road segment, the County requests the State incorporate the following element into the State's roadway construction project: 1) Design and construction of dual left-turn lanes on Power Road, at a Lump Sum cost of \$141,030.00, herein referred to as "the Project", at the County's expense. A summary of costs associated with the Project, totaling \$141,030.00, is detailed on Exhibit A, attached hereto and made a part hereof. The element requested by the County includes a fixed rate of 14% for construction engineering and administration costs. The purpose of this agreement is to define each party's responsibilities for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26511
Filed with the Secretary of State
Date Filed: 01/09/2004

Janice K. Brewer
Secretary of State

By: Darryl D. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the County \$141,030.00, which includes the lump sum costs of the Project, including a fixed rate of 14% for construction engineering and administration costs, shown on Exhibit A.

b. Provide the design plans required for construction of the Project to the County for review and concurrence. Incorporate County's review comments as appropriate, and upon concurrence of both parties, incorporate the County's requested improvements to the State's construction contract, administer same and make all payments to the contractor.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance inside State right of way.

2. The County will:

a. Upon execution of this agreement and receipt of an invoice, remit to the State \$141,030.00, which includes the lump sum costs of the Project, including a fixed rate of 14% for construction engineering and administration costs, shown on Exhibit A.

b. Review and concur the design plans required for construction of the Project and provide comments as appropriate to the State.

c. Will and does hereby designate the State as authorized agent for the County, in association with the County's requested element to be included in the State's Project. Be responsible for any claims for extra compensation due to delays or whatever reason attributable to the County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party. Should the County cancel the agreement, it is understood and agreed to, the County will be responsible for all costs incurred by the State up to the time of cancellation.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation
 Joint Project Administration
 205 South 17 Avenue, MD 616E
 Phoenix, AZ 85007
 FAX: (602) 712-7424

Maricopa County
 Department of Transportation
 2901 W. Durango Street
 Phoenix, AZ 85009

For Billing Issues:

Arizona Department of Transportation
 Contract Accounting
 206 South 17 Avenue, MD 204B
 Phoenix, AZ 85007
 FAX: (602) 712-7424

Maricopa County
 Department of Transportation
 2901 W. Durango Street
 Phoenix, AZ 85009


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY**STATE OF ARIZONA**

Department of Transportation

By  10/22/03
 FULTON BROCK
 Chairman of the Board

By 
 Daniel S. Lance, P.E.
 Deputy State Engineer
 Valley Transportation

Attest by:

By  DEPUTY
 for FRAN McCARROLL
 Clerk of the Board

03-047.doc
 4JUNE2003

APPROVED AS TO FORM
 this 2nd day of October 2003
 RICHARD ROMLEY
 Maricopa County Attorney

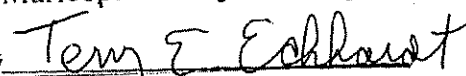
By 
 Deputy County Attorney

EXHIBIT A
SUMMARY

SANTAN FREEWAY (SR 202L)
DESCRIPTION AND COST OF PAY ITEMS FOR MARICOPA COUNTY DOT ENHANCEMENTS

ITEM	COST			DESCRIPTION
	RW	DESIGN	CONSTRUCTION	
DUAL LEFT-TURN LANES ON POWER ROAD	\$96,360	\$24,000	\$141,841	\$262,201
Sub-Total:	\$96,360	\$24,000	\$141,841	\$262,201
14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$0	\$19,858	\$19,858
TOTAL:	\$96,360	\$24,000	\$161,699	\$282,059
McDOT TOTAL COST:	\$48,180	\$12,000	\$80,850	\$141,030
				50/50 share of costs between ADOT and the County.

EXHIBIT A SUMMARY BACKUP

12/16/2003 13:39

HIGHWAY SANTAN

ID NO. 202L16RC

WORK DESCRIPTION

SECTION POWER ROAD - DUAL LEFT TURN LANE INCREMENTAL ESTIMATE

LENGTH N/A

Level 2

PROJECT STATUS:

Life Cycle Program Ultimate

ITEM	MAJOR ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
200	EARTHWORK				
	ROADWAY EXCAVATION	CU.YD.	2,000	\$3	\$6,000
	DRAINAGE EXCAVATION	CU.YD.			
	BORROW	CU.YD.			
	TOTAL ITEM 200				\$6,000
300 & 400	BASE AND SURFACE TREATMENT				
	CONCRETE PAVEMENT	SQ.YD.	1,404	\$24	\$33,696
	ASPHALT PAVEMENT	SQ.YD.	3,846	\$14	\$53,844
	TOTAL ITEM 300 & 400				\$87,540
500	DRAINAGE				
	ON-SITE	MILE			
	OFF-SITE (CULVERT EXTENSION)	L.SUM	1	\$2,500	\$2,500
	PUMP STATION	EACH			
	TOTAL ITEM 500				\$2,500
600	STRUCTURES				
	NUMBER OF STRUCTURES:	SQ.FT.			
	OTHER: ADDITONAL ABUTMENT CONCRETE	CU.YD.	140	\$250	\$35,000
	TOTAL ITEM 600				\$35,000
700	TRAFFIC ENGINEERING				
	SIGNING	L.SUM	1	\$5,000	\$5,000
	STRIPING	L.SUM	1	\$3,000	\$3,000
	SIGNALS/LIGHTING	MILE			
	TOTAL ITEM 700				\$8,000
900	INCIDENTALS				
	SLOPE PAVING	SQ.YD.	-690	\$30	-\$20,700
	WALLS (RETAINING & SOUND)	SQ.FT.			\$0
	MEDIAN PAVING	L.SUM	1	\$5,000	\$5,000
	TOTAL ITEM 900				-\$15,700
SUBTOTAL A (ITEMS 200 THRU 700 & 900)					\$123,340
OTHER ITEMS (15% OF SUBTOTAL A)					\$18,501
800	LANDSCAPING	MILE			
SUBTOTAL B (SUBTOTAL A + OTHER ITEMS + ITEM 800)					\$141,841
CONTINGENCY & ENGINEERING : CONSTRUCTION (14% OF SUBTOTAL B)					\$19,858
TOTAL ESTIMATED CONSTRUCTION COST					\$161,699
ADDITIONAL DESIGN COST (change came at design 50% complete)					\$24,000
ADDITIONAL R/W		SQ.FT.	32,120	\$3.00	\$96,360
GRAND TOTAL					\$282,059
ITEM 1 LUMP SUM SUBTOTAL (50/50 SPLIT)					\$141,030.00

Agenda Activity: Action
Department: Transportation
Category: Chief Regional Dvlpmnt. Svcs
Contact: Irma Hollamby Pfister
Return to: Irma Hollamby Pfister
Location: DEPT OF TRANSPORTATION ADMIN BLDG

Agenda Number: C-64-04-078-2-00
Phone: 602-506-8656 Continued from:
Phone: 602-506-8656

Action Requested:

Approve an Intergovernmental Agreement (IGA) between Maricopa County and the State of Arizona to incorporate design and construction of dual left-turn lanes on Power Road in the State's roadway construction of the Santan Freeway (SR 202L) at a lump sum cost to the County of \$141,030.00.

Also, in accordance with A.R.S. Section 42-17106(B), approve an amendment to the current FY 2003-04] five-year CIP for Fund 234 – Transportation Capital Projects Fund adopted by the Board on June 23, 2003 by decreasing the FY 2004 (Year 1) Project Reserves Account, T002, (MCDOT #69998) capital budget by \$ 141,030.00 and adjusting the project as follows:

- Increase the FY 2004 (Year 1) capital budget for the Power Road: Williams Field to Ray Rd project, #T117 (MCDOT #69038) by \$141,030.00 for a net impact of zero.

Complete description of action requested:

In conjunction with the State's roadway construction of the Santan Freeway (SR 202L), Power Road to Elliot Road segment, the County requests that the State incorporate design and construction of dual left-turn lanes on Power Road into the State's construction project at a lump sum cost to the County of \$141,030.00. This amount is payable upon execution of the IGA and receipt of an invoice. The total estimated construction cost of this project is \$282,059.00.

Supervisory Districts # 1 and 2

PERFORMANCE INFORMATION:

Program: Support Transportation Systems

Activity: Project partnerships

Performance Measure: Number of project partnerships completed.

Anticipated Results: Dual left-turn lanes will be designed, constructed, and cost shared with the State.

Expenditure Impact by FY(s):

Funds are budgeted in the Department's Transportation Improvement Program budget (CIP) in the amount of \$141,030.00 for the FY 2003-2004 under Job No. T117 (MCDOT #69038). The action requested provides for the transfer of budgeted funds to this project from Project Reserves Account, #T002.

Routing: Meeting Date: 10/22/2003		
Legend X=Pending A=Approved R=Rejected		
LEGAL	MATL_MNGT	OMB
A	A	A

*Approved
Norma
Rusch*

"Please return an executed original to the Clerk of the Board of Supervisors."

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the MARICOPA COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 8th day of December, 2003.

Terry S. Eckhardt
County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

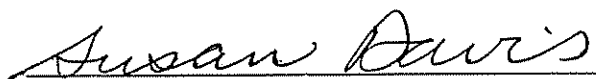
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1625TRN (JPA 03-047), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 1-5, 2004.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:dgr
Attachment
824058